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 IN THE MATTER OF THE LCP CHEMICALS, INC. :  
 SUPERFUND SITE :  
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G-I Holdings Inc. (“G-I”) submits the following Responses and Objections (the “RFI Response”) to the United States Environmental Protection Agency (the “EPA”)’s January 21, 2016 Request for Information (the “RFI” or the “Requests” and each question posed therein a “Request”) pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.* (“CERCLA”), concerning the LCP Chemicals, Inc. Superfund Site (the “LCP Linden Site”) in Linden, New Jersey:

### **GENERAL OBJECTIONS**

The General Objections set forth below apply to the Requests generally and to each specific Request included in the Requests. Unless otherwise stated, the General Objections shall have the same force and effect as if set forth in full in response to each specific Request.

1. G-I objects to the Requests to the extent they could be interpreted to call for the disclosure of protected information or communications, including but not limited to (i) attorney-client communications; (ii) information that was prepared for, or in anticipation of, litigation and is, therefore, protected under the work product doctrine; (iii) information protected by the consulting expert privilege; or (iv) information that is otherwise privileged or immune from such discovery. In responding, G-I will not interpret the Requests, or any individual Request, to call for the production of such privileged materials. The inadvertent disclosure of any documents subject to any privilege(s) or protection(s) in response to these Requests shall not be deemed a

waiver of those privileges or protections. G-I reserves the right to claw back any such privileged or protected documents without waiver of privilege or any other applicable protection.

2. G-I objects to the Requests to the extent that they purport to require G-I to produce or to provide information or documents not within G-I's possession, custody, or control. However, to the extent a Request calls for a description or the production of a document known by G-I to exist, G-I will reasonably comply with and respond to the Request to the best of its ability where the subject Request is not otherwise objectionable.

3. G-I objects to the Requests to the extent that they are vague, overbroad, oppressive, unduly burdensome, and/or unlikely to lead to the discovery of responsive information, including without limitation as to subject matter and/or time period, and where compliance with any individual Request would be unreasonably difficult, prohibitively expensive, and/or unduly time-consuming.

4. G-I objects to the Requests to the extent that they seek to impose obligations upon G-I beyond those imposed by Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), or any other source of applicable law.

5. G-I objects to the Requests to the extent that they purport to seek information from any corporate entity other than G-I. This RFI Response is made only on behalf of G-I as that term is interpreted in the Objections to Definition Nos. 2 and 4.

6. G-I reserves its rights to modify, amend, or supplement this RFI Response, which is being made based on the current status of its knowledge, understanding, and belief. G-I's investigation regarding certain facts and information relating to the Requests remains ongoing, and as such, this RFI Response is not intended to be and should not be construed as an admission or a representation that additional information does not exist.

7. G-I objects to the Requests to the extent they call for a legal conclusion or could be construed as seeking an admission of a legal conclusion, including but not limited to any liability of any kind under CERCLA.

### **OBJECTIONS TO SPECIFIC DIRECTIONS**

8. G-I objects to Direction No. 3 on the grounds that it is overbroad and unduly burdensome in that it requires G-I to consult a number of sources with or knowledgeable of the exact same information, such that consultation of one source would be sufficient for a reasonable response. As set forth in more detail at its Objection to Direction No. 4, G-I has consulted with present employees as well as past agents whom it reasonably believes to have information relevant to the Requests.

9. G-I objects to Direction No. 4 on the grounds that it is overbroad and unduly burdensome. To facilitate the EPA's understanding of the sources G-I consulted in preparing this entire RFI Response, G-I further responds that it specifically consulted with the following individuals and/or entities and reviewed certain documents within their possession, custody, or control: (i) members of G-I's Legal department as to Request Nos. 1-6; (ii) members of G-I's Insurance & Claims and Risk Management departments as to Request Nos. 1-2; (iii) G-I's outside counsel for litigation concerning insurance coverage for environmental liability, *G-I Holdings Inc. et al. v. Hartford Accident & Indemnity Co. et al.*, No. L-980-97 (N.J. Super Ct. Somerset Cnty.), and a related earlier-filed action concerning the same subject matter styled *GAF Corporation v. Hartford Accident & Indemnity Co. et al.*, No. 95-CV-1150 (AMW) (D.N.J.) (together, the "Environmental Coverage Action"), and G-I's outside counsel for its chapter 11 bankruptcy proceeding, *In re G-I Holdings Inc. et al.*, No. 01-30135(RG) (Bankr. D.N.J.) (the

“G-I Bankruptcy Case”), as to Request Nos. 3-4 and Request Nos. 1-6, respectively; and (iv) G-I’s outside counsel for various litigation matters as to Request Nos. 1-6.

10. G-I objects to Direction No. 7 on the grounds that it is overbroad and unduly burdensome. G-I will only state the reason for unavailability of information to the extent the reason is reasonably available to G-I and not subject to attorney-client privilege, work product protection, or any other privilege or protection.

11. G-I objects to Direction No. 8 on the grounds that it is overbroad and unduly burdensome. G-I will not explain each omission, to the extent any exist, unless the omission is the result of G-I’s affirmatively withholding a specific portion of a document for a specific reason.

12. As to Direction No. 11, G-I seeks confidential treatment of three categories of documents being produced in connection with this RFI. *First*, as explained in more detail in its Response and Objections to Request No. 3, G-I is producing settlement agreements made with various insurers. These settlement agreements are non-public and many of them contain express confidentiality provisions prohibiting their disclosure. These documents are produced at bates range G-I\_EPA0006622 to G-I\_EPA0007007. Because G-I has maintained and continues to maintain such documents as confidential, it requests permanent confidential treatment of these documents. *Second*, as explained in more detail in its Response and Objections to Request Nos. 3 and 4, G-I is producing certain confidential, work product site allocation analyses performed in connection with settlement agreements entered into with several insurers in connection with the Environmental Coverage Action. These documents are produced at bates range G-I\_EPA0007008 to G-I\_EPA0007017. During the G-I Bankruptcy Case, these documents were submitted to the U.S. Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”)

under seal for *in camera* review in support of Fed. R. Bankr. P. 9019(a) motions for approval of the subject settlements. Because G-I has maintained and continues to maintain such documents as confidential, it requests permanent confidential treatment of these documents. *Third*, as explained in more detail in its Response and Objections to Request No. 1, G-I is producing certain of its insurance policies. Because G-I has maintained and continues to maintain such documents as confidential, it requests permanent confidential treatment of these documents. These documents are produced at bates ranges G-I\_EPA0000369 to G-I\_EPA0006621. *Finally*, G-I requests permanent confidential treatment of the two addendums to this RFI Response, both of which contain information stemming from the aforementioned confidential documents and/or were work product generated for purposes of responding to this RFI.

#### **OBJECTIONS TO SPECIFIC DEFINITIONS**

13. G-I objects to Definition No. 2 because it is vague, ambiguous, overbroad, and not limited as to time and scope. G-I will not interpret this Definition to include any of its current or former subsidiaries, current or former affiliates, or any entities presently or previously under common ownership with G-I.

14. G-I objects to Definition No. 4 because it is vague, ambiguous, overbroad, and not limited as to time and scope. Unless otherwise stated, G-I interprets this Definition to mean that G-I is the corporate successor of GAF Corporation (“GAF”) (a different company than the original GAF Corporation that was liquidated in 1989 (referenced herein as “GAF-I”)), G-I, G Industries Corp., GAF Fiberglass Corp., GAF Chemicals Corp., and GAF Building Materials Corp., as those companies existed prior to their merger into G-I before its Chapter 11 bankruptcy proceeding.

Notably, however, G-I is not the successor to any environmental liabilities or obligations at Linden, New Jersey stemming from GAF-I's operations, whether in connection with the LCP Linden Site, the Adjacent Linden Site (as defined in Paragraph 15 below), or otherwise, as these liabilities and obligations were assumed by ISP Environmental Services, Inc. ("IES"), a subsidiary of International Specialty Products, Inc. ("ISP"), back in 1991 via the agreement attached to the Requests as Exhibit B. All responses herein are subject to this disclaimer.

14. G-I objects to Definition No. 5 because it is overbroad and calls for a legal conclusion. G-I will interpret "hazardous substances" to have the meaning ascribed to that term at Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

15. G-I objects to Definition No. 12 because it is vague and ambiguous. G-I will use the term the "Adjacent Linden Site" when referring to the property located in the Tremley Point section of Linden, New Jersey off of South Wood Avenue, and designated as Block 587, Lots 1, 2.01 and 2.02 on the tax map of Linden, Union County, New Jersey.

## **RESPONSES AND OBJECTIONS TO SPECIFIC REQUESTS**

### **Request No. 1**

*Provide copies of all casualty, liability and/or pollution insurance policies, and any other insurance contracts (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care insurance) that you maintain or have maintained may potentially provide, or previously has provided, insurance for bodily injury, property damage and/or environmental contamination in connection with the GAF and/or the LCP Linden Sites. Include, without limitation, all comprehensive general liability, primary, excess, and umbrella policies.*

### **Response to Request No. 1**

G-I objects to this Request because it is overbroad and unduly burdensome. Subject to this Objection and its General Objections, G-I states that the Environmental Coverage Action was an insurance coverage litigation in which G-I, ISP, and Building Materials Corporation of

America (“BMCA”) were plaintiffs (“Policyholders”). All insurance policies at issue in the Environmental Coverage Action predated the 1989 liquidation of GAF-I. G-I, ISP, and BMCA ultimately obtained the assets and related liabilities of GAF-I subject of these policies by operation of law or contract, and relevant here, ISP obtained the assets and liabilities of GAF-I at Linden, New Jersey. In all instances the insurance recovery assets accompanied the related liabilities, resulting in all three of these entities being Policyholders in the Environmental Coverage Action. In Exhibit B to the complaints filed in the Environmental Coverage Action, plaintiffs listed the policies at issue in the litigation. Additionally, certain settlement agreements that released liability of insurers in the Environmental Coverage Action, described in the Response to Request No. 3 below, specifically listed policies to which the Policyholders’ rights were being released. In connection with this RFI Response, G-I is producing all policies listed in Exhibit B to the various complaints filed in the Environmental Coverage Action, and all policies listed in the settlement agreements described in the response to Request No. 3 below, that were located during a reasonably diligent search. Finally, G-I is producing all policies that may otherwise potentially provide environmental liability coverage as a general matter and were located during a reasonably diligent search. G-I reserves the right to supplement this production should additional insurance policies become available to it.

**Request No. 2**

*If there are any such policies from Question 1 above of which you are aware but neither possess copies, nor are able to obtain copies, identify each such policy to the best of your ability by identifying:*

- a. The name and address of each insurer and each insured;*
- b. The type of policy and policy numbers;*
- c. The per occurrence policy limits of each policy; and*
- d. The effective dates for each policy.*

### **Response to Request No. 2**

Subject to the Objection and explanation set forth at its response to Request No. 1 and its General Objections, G-I is identifying in Addendum A to this RFI Response all policies listed in Exhibit B to the various complaints filed in the Environmental Coverage Action, all policies listed in the settlement agreements described in its response to Request No. 3 below, and all known policies that may otherwise potentially provide environmental liability coverage as a general matter, that could not be located in its files following a reasonably diligent search. G-I has identified the information requested as to each policy to the best of its ability following a reasonable effort to locate such information.

### **Request No. 3**

*Identify all payments by or settlements with any insurer which relates in any way to environmental liabilities and/or to the policies referenced in Questions 1 and 2 above, including:*

- a. The date of the payment or settlement;*
- b. The scope of release provided in connection with such payment or under such settlement;*
- c. The amount of money paid by the insurer.*

*Provide copies of all correspondence related to such payment or such settlement agreements.*

### **Response to Request No. 3**

G-I objects to this Request because it is overbroad, unduly burdensome, and not limited in time and scope. G-I objects to the request that it provide copies of all correspondence relating to all payments by or settlements with any insurer which relates in any way to environmental liabilities and/or to the policies referenced above or in Addendum B to this Response, or in the documents produced in connection with this Response, because such a request is unduly burdensome and unlikely to lead to the discovery of additional relevant information and/or is duplicative of information being provided in connection with this Response.

Subject to these Objections and its General Objections, G-I states that in Addendum B to this RFI Response, G-I is providing the following information related to each settlement entered into in connection with the Environmental Coverage Action, to the best of its current ability following a reasonably diligent search: (1) the date of the settlement agreement at issue; (2) the insurer(s) subject to each such settlement; (3) the scope of the release granted to the insurer(s) in connection with each such settlement; (4) the total settlement amount and/or payment; and, where applicable, (5) the allocation of the settlement proceeds as to the Adjacent Linden Site and/or the LCP Linden Site and ultimately received by ISP in connection with either or both of these properties, which at one time together constituted GAF-I's Linden plant. To the extent such an allocation analysis is not available, G-I is providing the total portion of the settlement proceeds received by ISP. G-I is also producing all relevant settlement agreements, as referenced in Addendum B.

#### **Request No. 4**

*Identify all communications and provide all records and documents that evidence, refer, or relate to claims made in connection with the GAF and/or the Linden Sites by or on behalf of: G-I Holdings Inc., GAF Chemical Corp, GAF Corporation or their successors or predecessors, or; Ashland Inc., International Specialty Products, Inc., ISP Environmental Services, Inc. or their successors or predecessors, under any insurance policy referenced in Questions 1 and 2 above. Include any responses from the insurer with respect to any claims.*

#### **Response to Request No. 4**

G-I objects to this Request because it is overbroad and unduly burdensome in demanding that G-I produce all records and documents without regard to (i) whether such records and documents are duplicative; (ii) could be uncovered during a reasonably diligent search; (iii) any limitation as to time or scope; and/or (iv) undue burden and expense. G-I further objects to this Request because it requests information relating to Ashland Inc., ISP, and IES, which are entities with no current corporate relationship to G-I.

Subject to those Objections and its General Objections, G-I responds that it is producing all settlement agreements from the Environmental Coverage Action referenced in Addendum B to this Response and further refers the EPA to Addendum B. G-I is also producing certain documents from the Environmental Coverage Action to provide context as to the litigation that led to those settlement agreements, including all complaints filed in the Environmental Coverage Action, relevant court orders, and procedural documents and filings. Although it is an undue burden for G-I to produce all records of the Environmental Coverage Action, a litigation that lasted more than ten years and was litigated in three separate courts, G-I is willing to discuss further production of specific materials from this litigation upon request.

Additionally, G-I is producing all relevant motion papers, supporting materials, confidential allocation analyses submitted to the Bankruptcy Court, orders, and other documents from the G-I Bankruptcy Case in connection with the Environmental Coverage Action. As explained above, G-I, ISP, and BMCA were plaintiffs in the Environmental Coverage Action, and after G-I filed for bankruptcy on January 5, 2001, each settlement in that matter was submitted to the Bankruptcy Court for approval between September 2006 and July 2009.

**Request No. 5**

*Provide copies of all reports, correspondence and other records and documents filed with or submitted to the U.S. Securities and Exchange Commission ("SEC") or its staff, and the SEC's responses thereto, referencing the GAF and/or the LCP Linden Sites or insurance claims for the GAF and/or the LCP Linden Sites.*

**Response to Request No. 5**

G-I objects to this Request because it is overbroad and unduly burdensome in demanding that G-I produce all records and documents relating to submissions to the U.S. Securities & Exchange Commission (the "SEC") without qualification. Subject to this Objection and its General Objections, G-I responds that it is producing all responsive documents located following

a reasonably diligent search, including those responsive documents within G-I's possession, custody, and/or control filed with the SEC by Ashland, ISP, IES, and other ISP affiliates.

**Request No. 6**

*Provide copies of all records and documents, prepared prior to January 1, 2015, that define, characterize, describe or otherwise explain the meaning of the following terms as those terms are used in the attached Exhibit A and Exhibit B:*

- a. "Chemicals Business" (See Exhibit A, Paragraph 4(1).)*
- b. "Specialty Chemicals" (See Exhibit A, Paragraph 4(i).)*
- c. "Project Aware" (See Exhibit A, Paragraph 4(iii) (B).)*
- d. "Linden Site" (See Exhibit B, Schedule of Liabilities and Obligations.)*

**Response to Request No. 6**

G-I objects to this Request because it is overbroad, unduly burdensome, and/or vague in demanding that G-I produce all records and documents without regard to (i) whether such records and documents are duplicative; (ii) could be uncovered during a reasonably diligent search; (iii) any limitation as to time or scope; (iv) undue burden and expense; and/or (v) dependent on terms subject to interpretation. Subject to those Objections and its General Objections, G-I responds to this Request as follows:

**Subpart a**

G-I objects to Subpart a of this Request because "Chemicals Business" is defined in the document attached to the Requests as Exhibit A, and therefore, this Subpart calls for a legal conclusion. Subject to its Objections to this Request and this Subpart, as well as its General Objections, G-I refers the EPA to the documents produced in response to Request No. 5, many of which describe the history of GAF-I's chemical manufacturing operations at its Linden, New Jersey plant. Among other things, these documents highlight that the Adjacent Linden Site and the LCP Linden Site had a longstanding history of operating as one plant in Linden, New Jersey;

put differently, the LCP Linden Site was for many years part of the broader Linden plant that was still operational at the time of GAF-I's liquidation in 1989.

#### **Subpart b**

G-I objects to this Subpart because it calls for the legal analysis of a term in the subject contract. Subject to its Objections to this Request and this Subpart, as well as its General Objections, G-I refers the EPA to the documents referenced in its Response to Subpart a of this request.

#### **Subpart c**

Subject to its Objections to this Request and its General Objections, G-I responds that after a reasonably diligent search, G-I is unaware of any document responsive to this Request that is not subject to the attorney-client privilege or attorney work product protection. However, in order to further the EPA's understanding of this issue, G-I states that it understands that "Project Aware" was used internally as a pseudonym for environmental remediation at Linden, New Jersey. G-I further states that an environmental consulting firm called Aware performed various services at Linden, New Jersey.

#### **Subpart d**

G-I objects to this Subpart because it calls for legal analysis of a term in the subject contract. G-I also objects to this Subpart to the extent it interprets the "Linden Site" as a defined term in the subject contract.

Subject to its Objections to this Request and this Subpart, as well as its General Objections, G-I responds that it is producing several documents describing the remediation efforts ongoing at the time the agreement attached to the Requests as Exhibit B was entered into, including but not limited to the June 16, 1989 Administrative Consent Order issued by the New

Jersey Department of Environmental Protection and its 2006 amendment, which expressly acknowledged IES' responsibility by stating that "[t]hrough a series of transactions, [IES] has assumed responsibility for the 1989 ACO." G-I adds that the agreement attached to the Requests as Exhibit B contains no property limitation nor does it contain any timing restriction, reflecting that it covers all such liabilities and obligations, regardless of when they arose and to which parcel of real property at Linden they relate to.